

Mt. Pleasant Munc. Utilities IBEW #55 (Public Works) 7/1/2005 6/30/2008

AGREEMENT

MT. PLEASANT MUNICIPAL UTILITIES

AND

LOCAL UNION 55, INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS

PREAMBLE

This Agreement made and entered into as of this 1st day of July, 2005, by and between the Mt. Pleasant Municipal Utilities, hereinafter referred to as the "**Employer**" or the "**Utility**", and Local Union No. 55, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter known as the "**Union**".

ARTICLE I RECOGNITION

Section 1.01.

The Employer recognizes the Union as the sole collective bargaining agent for all regular employees in the following described unit as certified by the Public Employment Relations Board on December 24, 1991.

Included: Water Treatment Operator, Operator, Operator and Maintenance, Operator/Chemical Operator, Trouble Shooter/Water Treatment Operator, Water Crew, Groundsman, Backhoe Operator Trainee, Backhoe Operator, Utility Advisor, Lineman, Office Clerk, Collection Officer, Meter Reader and Custodian.

Excluded: Purchasing Agent, Utilities Manager and any other person excluded by Section 4 of the Act.

ARTICLE II DEFINITIONS

Section 2.01.

The term "Employer" as used in this agreement shall mean the Mt. Pleasant Municipal Utilities.

Section 2.02.

A "regular employee" is a full time employee who has completed the probationary period, including those described in Article I above.

Section 2.03.

A "full time employee" is one whose normal employment schedule is for forty (40) hours per week or more.

Section 2.04.

A "probationary employee" is one who has not completed the first one hundred twenty (120) days of continuous service with the Employer.

Section 2.05.

Except where the context clearly indicates otherwise, the word "employee" when used in this agreement shall be limited to mean "regular employee".

Section 2.06.

"Days" when used in this agreement except where otherwise specified shall mean calendar days. "Working Days" shall mean five (5) regular work days including Saturday, Sunday and/or holidays.

Section 2.07.

"Layoff". The involuntary separation of an employee from a position because of a reduction of number of positions in the job classification.

Section 2.08.

"Leave". An approved absence from work as provided by this contract.

Section 2.09.

"Regular Part Time Employee". A less than full time employee who works a fixed number of hours per week on a regularly scheduled basis.

Section 2.10.

"Termination". The permanent separation of an employee from service of the Employer.

ARTICLE III

JOB CLASSIFICATION

Section 3.01.

The various job classifications within the bargaining unit and referenced in the salary schedule are as follows:

Generation: Operators, Operator/5th and swing, Operator/Maintenance, Custodian.

Water: Distribution, Distribution Grade I, Treatment Operator Grade I, (Distribution Grade II, Distribution Grade III, Treatment Operator Grade II, Treatment Operator Grade III, Treatment Operator Grade IV and Backhoe Operator shall only be separate classifications if the same is a permanent assignment given to a specific employee).

Electric: Groundsman, Apprentice Class I, Apprentice Class II, Apprentice Class III, Apprentice Class IV, Lineman Journey Level, Lineman/Meter Technician.

Meter Reader: Electric and Water.

Office Clerk:

Clerk/Cashier:

Accounting Clerk:

Clerk/Dispatcher:

Utility Advisor:

Trouble Shooter:

ARTICLE IV

DUES CHECKOFF

Section 4.01. Dues Checkoff.

The Employer agrees to make deductions for regular monthly union dues upon proper written authorization by the employee, and to forward the amount so deducted to the Financial Secretary of the Local Union in accordance with a procedure approved by the Employer and the Union. It is understood that any authorization for such payroll deduction shall be voluntary on the part of the employee and shall be subject to cancellation at any time upon thirty (30) days written notice by the employee to the Employer. Should the Employer be held liable for any observance or compliance with the Union dues authorization, the Union will hold the Employer harmless from any such liability and any costs, expenses, and attorney fees incurred thereby. The Union shall submit authorization cards to the Employer at least fifteen (15) days in advance of the desired dues check-off date.

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.01. Definitions.

- (a) Grievance. A "grievance" shall mean a claim or dispute that alleges a violation or misapplication of any of the provisions of this agreement.
- (b) Grievant. A "grievant" shall mean an employee, group of employees or the Union filing a grievance.
- (c) Day. The term "day" or "days" as applied to this Article shall mean employee work days.

Section 5.02. Grievance Filing and Representation.

Every Grievant shall have the right to present and process grievances in accordance with the procedures established herein.

Section 5.03. Filing and Representation.

A grievant shall have the right to present and process grievances in accordance with the procedures established herein. A grievant may represent himself or herself at Step One of the grievance procedure and will be represented at any or all subsequent steps by a Union representative.

Section 5.04. Investigation - Processing.

Any investigation of any grievance shall be conducted as to result in no interference with or interruption of work activities.

Section 5.05. Procedure.

A grievance shall be processed in the following manner:

Step One. An employee who claims a grievance shall present such grievance orally, with a union representative present, if desired, to the immediate supervisor within five (5) days after the grievant knew or should have known of the occurrence or the event giving rise to the grievance. The grievant shall indicate the section(s) of this agreement involved in the grievance, if known. The grievant shall receive an oral response within three (3) days after the grievant has presented the oral grievance. If the grievance cannot be resolved at this step, the grievant may pursue the grievance to Step 2 within ten (10) additional days. Any meeting where a grievance is not identified as such shall not constitute Step 1 of the grievance procedure.

Step Two. If the grievance is not settled at Step 1, it may be appealed in writing by the grievant and/or Union Representative to the immediate supervisor. The grievance shall designate the specific section or sections of this agreement alleged as violated and shall contain a statement specifying what relief or remedy is desired. The supervisor shall further investigate the grievance and meet with the grievant and Union Representative, and provide a written response within five (5) days of the receipt of the written grievance.

Step Three. If the grievant is not satisfied with the disposition of the grievance in Step Two, it may be appealed by the grievant and/or the Union within five (5) working days by presenting the grievance in writing to the Utility Manager or designee. The Department Supervisor, Utility Manager or his representative, Union Steward, grievant, and Union Business Manager or his representative will then meet in an effort to settle the grievance. The answer of the Utility Manager or designee after

investigation shall be given within ten (10) working days after submission of the grievance at Step Three.

Step Four: Arbitration. If the grievance is not settled in Step 3, it may be appealed to arbitration by written notice of request for arbitration, submitted by the grievant and/or Union to the Utilities Manager or designee within ten (10) days after the written decision in Step 3 is due. Notice to the Utility of such submission shall be in writing, signed by a representative of the Union, and shall state the specific section(s) of the agreement which is (are) to be considered by the arbitrator and the specific relief requested. When a timely request has been made for arbitration, the Federal Mediation Conciliation Service shall be requested by either or both parties to submit a list of five (5) arbitrators.

The parties or their representatives, beginning with the party who requested arbitration, shall alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance, and after hearing such evidence as the parties desire to present, shall render a written opinion and award.

The arbitrator shall confer with the representatives of the Employer and the grievant and hold hearing promptly and shall issue a binding decision not later than sixty (60) calendar days from the date of the close of the hearing. If post-hearing briefs are requested, the hearing will be considered closed upon the Arbitrator's receipt of the briefs of both parties. The arbitrator's decision shall be in writing and shall set forth findings of facts, reasoning and conclusions of the issues submitted.

Section 5.06. Time Limits.

Time limits related to grievances and arbitration may be extended by mutual written agreement. Should Employer after having been served with a notice of any grievance fail or refuse to meet to attempt to settle such grievance within the time limits specified or fail to provide the employee and union representative with a response within the specified time limits, unless the time limit has been extended by written mutual consent of the parties, the aggrieved party shall then consider the grievance denied and continue with the next applicable step.

Section 5.07. Arbitrator Authority.

The arbitrator shall have no authority to add to, subtract from, change, modify or amend any of the terms or any part of this agreement. Past practices which are not mandatory subjects of bargaining under Iowa law shall not constitute a part of this agreement, unless expressly stated to the contrary herein, and the arbitrator shall have no authority to determine a grievance, either in whole or in part, based upon any past practice, unless such practice concerns a mandatory subject of bargaining listed in Section 20.9 of the Code of Iowa, which is not covered by this agreement, and such practice has been both

known to and accepted by the grievant and the Employer. The decision of the arbitrator, within the scope of this authority, shall be final and binding upon the Employer and the grievant. Awards will not be retroactively applied beyond the date of the occurrence giving rise to the grievance. Within the scope of the arbitrator's authority, the arbitrator shall be empowered to include in any award such remedies as the arbitrator deems proper.

Section 5.08. Arbitrator Expenses.

The Union and the Employer shall share equally the expenses and fees of the arbitrator and each shall pay its own expenses during the grievance and arbitration procedures. If a court reporter is used during the hearing and requested by both parties, the expenses related to the reporter will be shared equally by the Union and the Employer. The arbitrator may not hear more than one grievance unless the grievances involve more than one employee and the same facts or the presentation of more than one grievance is mutually agreed to by the Employer and the Union.

Section 5.09. Released time for Arbitration.

If an arbitration hearing is held during the grievant's work day, the grievant and the Union Steward who is directly representing the grievant will be released from work without loss of pay for the time necessary to attend the hearing. However, no such release shall require the payment of overtime pay.

ARTICLE VI

SENIORITY

Section 6.01. Definitions:

(a) Seniority - means an Employee's length of continuous service with the Employer in a bargaining unit position since his/her date of hire. Any length of service in a temporary position shall be included in the computation of seniority.

(b) Departmental Seniority - Departmental seniority means an Employee's length of continuous employment within a department. Temporary transfers outside an employee's department will not interrupt the employee's departmental seniority. Departmental seniority shall accrue within the following departments: Generation, Water, Electric, Meter Reader, Office, Utility Advisor, Trouble Shooter.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number, with the Employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

Section 6.02. Probationary Employees.

All new employees covered by the classifications made a part of this agreement shall serve a probationary period of one hundred twenty (120) calendar days. All such employees who successfully complete their probationary period will be added to the seniority list.

Section 6.03. Seniority on Recall and Reinstatement.

An employee who is reduced in force, recalled and reinstated shall retain previous seniority accrued up to the date of reduction in force through the last day on which services were performed following notice of termination.

Section 6.04. Seniority List.

The Employer agrees to furnish the Union a list of the employees within the unit showing the names of all employees and seniority dates in the order of their seniority ranking within thirty (30) calendar days after the effective date of this contract and a revised listing annually thereafter. Protests of errors in or admissions from seniority rosters must be made to the Employer within thirty (30) calendar days from the date of the furnishing of lists or the lists shall be deemed correct for all purposes.

Section 6.05. Officer List.

The Union agrees to furnish to the Employer a list of officers within the unit within thirty (30) calendar days after the effective date of this contract and a revised list within 30 days of any change of officers.

Section 6.06. Transfers.

An employee who transfers from one department to another shall retain their seniority accrued in his/her prior department.

Section 6.07. Loss of Seniority.

All accrued seniority will be lost if an Employee: (a) resigns or retires, (b) is discharged, (c) fails to advise the Employer of his/her intent to return to work within fifteen (15) days after receiving notice of recall from layoff directed to his/her last address via certified mail, (d) fails to return to work within five (5) working days after notifying the Employer of intent to work after receipt of notice of recall from layoff, (e) is laid off for a period in excess of eighteen (18) months.

Section 6.08. Seniority on Leave of Absence.

All authorized leaves, paid or unpaid, shall be considered as continuous service and seniority shall continue to accrue.

ARTICLE VII

TRANSFERS

Section 7.01. *Voluntary Transfers.*

(a) Definition - A voluntary transfer shall mean an Employee requested assignment to a different job classification.

(b) Vacancy - A vacancy is a job opening due to retirement, termination or transfer of an Employee or a newly created position.

(c) Notification of Vacancies - The Employer will post all vacancies to which a transfer may be made. Such posting will occur within ten (10) days after knowledge of the Employer of such vacancy. The posting will contain the job, title, pay scale, requirements and the date that such position is to be filled.

(d) Transfer Requests - Employees who wish a transfer may file a written request for the same with the Employer. Requests for voluntary transfers shall be submitted within five (5) days after a vacancy is posted and may be requested by a Union Steward on behalf of any employee who was absent during the posting period. Any standing request for transfer to a vacant position for a following fiscal year shall be submitted not later than May 1 of the current year.

(e) Filling Vacancies - In the determination of requests for voluntary transfer or reassignment, the wishes of the Employee shall be honored to the extent that the transfer does not conflict with the public service requirements of the Employer.

If more than one person meeting the requirements for a vacant position have applied for the same position, the determination as to which Employee shall receive the position shall be made on the basis of departmental seniority and if departmental seniority is equal, on the length of total seniority with the Utility. Employees may be required to participate in interviews for the position sought when a change in job classification is involved.

(f) If an employee chooses not to request a transfer or reassignment, that fact shall have no effect on his or her right to request transfers to other job openings.

ARTICLE VIII

STAFF REDUCTION

Section 8.01. Necessity of Reduction.

The Employer shall determine when any reduction in the staff is necessary, any programs or services to be eliminated, the number of employees to be reduced in force or laid off and the departments of job classifications affected.

Section 8.02. Classifications.

Staff reduction will be determined by the Employer and will occur within the following exclusive departments or job classifications within those departments:

- (a) Generation:
 - Operators
 - Operator/Maintenance
 - Custodian
- (b) Water:
 - Distribution
 - Treatment Operators
 - Backhoe Operators
- (c) Electric:
 - Groundsman
 - Apprentice
 - Lineman Journey Level
 - Lineman/Meter Technician
- (d) Meter Reader:
 - Electric and Water
- (e) Office:
 - Clerk
 - Accounting Clerk
 - Clerk/Cashier
 - Clerk/Dispatcher
- (f) Utility Advisor
- (g) Trouble Shooter

Section 8.03. Procedures.

The Employer will consider the following criteria in staff reduction, with said criteria being applied in numbered order of priority as follows:

- (a) Employee skills, ability, knowledge, physical fitness and work experience within the Employee's particular classification.
- (b) Continuous seniority of the Employee within the Employee's particular classification.
- (c) The Employee's departmental seniority and total seniority with the Employer.

Section 8.04. Seniority on Staff Reduction.

For purposes of Staff Reductions, all seniority measurements shall be within the exclusive job classification from which the Employee is to be reduced, measured from the date of original employment within each such classification.

Section 8.05. Notice of Reduction.

Regular employees on seniority lists released due to lack of work shall be entitled to ten (10) days advance notice in writing.

Section 8.06. Recall.

- (a) An Employee reduced in force shall be eligible for recall to a position for which the Employee is qualified for a period of one (1) year. Said recall period shall begin on the first day following which the Employee is no longer on duty with the Employer.
- (b) Employees will be recalled in inverse order of layoff within their appropriate job classifications provided employees are then qualified to perform the duties of said classification, and may also be recalled to other positions if qualified for the same.
- (c) Notice of recall will be sent to the Employee's last known address by certified mail, and the Employee must notify the Employer within fifteen (15) days of his or her intention and availability to return to work or all recall rights shall terminate. Notices of recall and Employee's intention to return to work shall be deemed delivered when deposited in the United States mail by certified mail, postage prepaid.
- (d) If any employee is recalled to another position rather than the one formerly held and accepts such position, he or she will lose any further recall rights relating to the original reduction and termination.

Section 8.07. Notification of Other Vacancies.

Employees who are not working due to staff reduction and still on recall will be notified by the employer of other job vacancies in time to allow the employee to apply for such positions if the employee wishes to do so.

ARTICLE IX

WAGES

Section 9.01. Wages.

The salary schedule of the various classifications of Employees is **Appendix "A"**, which is incorporated in this agreement. The hourly rates of pay shown in the salary schedule are based upon full time employment in the various classifications. Part time positions shall have salaries prorated based upon days worked and hours per day. All probationary employees' hourly rates shall be not less than the stated wage established in Appendix "A" and not more than ninety percent of the next level for the related classification.

Section 9.02. Off Schedule Employees.

Employees who, by reason of individual wage rates established prior to this agreement, currently receive an hourly rate in excess of that shown in wage schedule which is Appendix "A", shall be paid at such individual rate as set forth in a side letter of agreement.

Section 9.03. Stand-by Duty/Wages.

Employees designated as on "stand-by" will receive \$100.00 per week stand-by pay provided that the employee is available by telephone or pager at all times other than normal working hours during that week. Employees on stand-by during a holiday week listed in Section 12.01, excluding employee's birthday, will receive \$120.00 that week. During the 2005 and 2006 contract terms (July 1, 2005 – June 30, 2007), employees on stand-by during Thanksgiving and Christmas holidays will receive \$150.00 for that week. During the 2007 contract term (July 1, 2007 - June 30, 2008) employees on stand-by during Thanksgiving and Christmas holidays will receive \$160 for that week. The "stand-by" employee will receive a minimum of two hours call in pay if called to perform work. Work performed on Sundays will be paid at two (2) times the employee's regular hourly rate of pay. (See Side Letter of Agreement "B").

Section 9.04. Call-Ins.

All employees called in to work will be paid at the time and one half rate unless the employee falls under the double time rate as established in Article IX. All standby and call-ins on holidays designated in §12.01 and Sundays will be paid at the double time rate of pay. A minimum of two (2) hours overtime will be paid for all other call-ins. Call-in pay or overtime pay will not be duplicated for the same hours worked. All other weekend work shall be paid as set out in Section 9.05.

Section 9.05 Weekend Work.

Work commencing after the end of the last scheduled work day of a calendar week and/or before the beginning of the first scheduled work day of the next calendar week is deemed as "weekend work". Employees performing weekend work between 4:00 p.m. Friday and 7:30 a.m. Monday will be paid at the rate of time and one half. Weekend work for generation employees may consist of one, two, or three days and may fall anytime during the week, depending upon their specific schedules. Generation employees performing work during their "weekend" will be paid at the rate of time and one half except as follows: generation employee working on the second day off, which would be considered an operator's Sunday, in the same pay period will be paid at the double time rate of pay.

Section 9.06. Overtime.

When total hours worked exceed forty (40) hours per week, the Employee will be paid time and one-half for hours worked over forty (40) hours in any one week period. Holidays and sick leave will be computed as hours worked for overtime purposes. Time and one-half pay shall be computed on the basis of the Employee's regular straight time hourly rate. There shall be no pyramiding of overtime pay for the same hours worked.

During an employee's regular scheduled work week where vacation was taken, any hours worked beyond the regularly scheduled 8 hour shift shall be paid at one and one half (1 ½) times employees regular rate of pay unless Section 9.07 would apply.

This does not apply to generation employees that work a regularly scheduled shift of eight (8) hours on, eight (8) hours off, and eight (8) hours on unless employee exceeds eight (8) hours in either one of the two shifts.

There shall be no pyramiding of overtime pay for the same hours worked. (Note: vacation time shall not be computed as hours worked for overtime purposes.

Section 9.07 Work Over Sixteen (16) Hours.

Any employee who has worked sixteen (16) hours or more in any twenty-four (24) hour period shall be paid at double the straight time rate for all hours worked in excess of sixteen (16) hours, and shall, upon release, be entitled to a six hour uninterrupted rest period which includes travel time, before returning to work. After receiving such rest period, the employee shall not thereafter become subject to the provisions of this section until the employee again works sixteen (16) hours in a subsequent twenty-four (24) hour period. Such subsequent twenty-four (24) hour period shall not commence earlier than the employee's reporting to work following the rest period. Should a situation develop during a regular work day, the twenty-four (24) hour period shall commence at the start of the regular work day.

Section 9.08. Working Out of Classification.

If the Employer assigns or requires an employee to work in a job classification with a higher rate of pay than the employee's regular job classification for more than 75% of the employee's regular scheduled work hours per work day, the employee shall be paid the rate of pay for the higher classification at a comparable level (i.e. probationary, regular)

or the employee's own rate of pay, whichever is greater, for the time spent in the higher classification. If the Employer assigns or requires an employee to work in a job classification with a lower rate of pay than the employee's regular job classification, regardless of length of time, the employee shall continue to be paid at the employee's original classification pay rate.

Section 9.09. Lead Time.

Employee shall have the right to refuse acting as a lead person and employer will not be entitled to compel said assignment. Only those persons from each respective department can act as lead person for that department. If there is complete refusal among departmental employees, the employer has no obligation for the contract term to offer a lead person job within the department.

Section 9.10. Generation Shift Differentials.

A shift bonus of twenty-five (25) cents per hour will be added to the hourly rate of generation employees on the second shift and a shift bonus of forty-five (45) cents per hour will be added to the hourly rate of generation employees on the third shift. All employees working hours subject to the shift differential will be paid the applicable wage differential. A premium of sixty (60) cents per hour will be added to the hourly rate of the swing shift person, and no pyramiding of shift differential for second shift or third shift shall occur.

ARTICLE X

HOURS OF WORK

Section 10.01. Hours.

The normal work day for each Employee is eight (8) hours, which includes a one-half hour unpaid lunch period, and the normal work week is forty (40) hours. Specific starting and ending times for each Employee will be established by the Employer. Adjustments to individual Employee's work schedules may be made and some individual work days may be established at less than eight (8) hours depending on available work.

Section 10.02. Lunch Period.

Each Employee will receive an unpaid thirty (30) minute lunch period during the normal work day at a time which does not interfere with work duties, except generation operators who receive a paid lunch period during their shift.

Section 10.03. Breaks.

Employees will be provided two (2) fifteen (15) minute breaks during the work day at times which do not interfere with work duties.

Section 10.04. Overtime.

When total hours worked exceed forty (40) hours per week, the Employee will be paid time and one-half for hours worked over forty (40) hours in any one week period. Holidays and sick leave will be computed as hours worked for overtime purposes. Time and one-half pay shall be computed on the basis of the Employee's regular straight time hourly rate. Employees are not automatically entitled to work overtime hours without prior approval, and no overtime pay will be granted or allowed for overtime hours without approval of the Employee's immediate supervisor. If standby call-in duty results in overtime hours, those hours will be deemed approved overtime.

ARTICLE XI

MEALS

Section 11.01. Meals Furnished or Reimbursed.

The employer shall furnish a meal(s) to an employee or shall reimburse an employee for a meal(s) in the following instances:

- (a) When an employee either works more than two (2) hours beyond the normal stopping time of that employee's shift or begins work more than two (2) hours before the normal starting time for that employee's shift and,
- (b) The employee has not received at least an one (1) hour notice prior to that employee's regular stopping time or at least a one (1) hour notice prior to the new starting time (if starting before the employee's regular shift) or a notice during that employee's regular shift that such work will be required.

Section 11.02. Meal Time.

If the employer furnishes a meal(s), said meal(s) shall be furnished at a time as near as practical to that employee's normal meal time.

Section 11.03. Reimbursement.

If the employee is told by the employee's supervisor or the employer's manager to get a meal(s), the employer shall reimburse the employee the cost of the meal up to the sum of \$6.00 for breakfast, \$8.00 for lunch, and \$8.00 for evening meals upon presentation to the employer by the employee of a receipt for the cost of said meal(s). Employees required to travel beyond 100 miles from the utility will be reimbursed a maximum of \$28.00 per day upon presentation of receipt not to exceed \$8.00 for breakfast, \$8.00 for lunch, and \$12.00 for the evening meal. If a meal is provided as part of the meeting, no reimbursement for that meal shall be made.

Section 11.04. Paid/Unpaid Meal.

The employee will be paid for the time to eat a meal as provided for in Article XI up to a maximum of one half hour if he/she is required to return to work after having eaten the meal. Otherwise, the employee shall not be paid for the time spent in getting a

reimbursable meal(s) nor in eating the meal(s) furnished under this Article. The employer will provide adequate time for the employee to eat a meal(s) furnished under this Article.

Section 11.05. Additional Meals.

In the instances where an employee is working beyond the normal stopping time of his regular shift and has already been furnished a meal(s) under this Article, additional meal(s) shall be provided or reimbursed as set forth above for each additional six (6) hours of continuous work thereafter.

Section 11.06. Call-Backs.

If an employee after that employee's regular shift has ended is called back to work with less than one (1) hour's notification and misses a meal, that employee shall be entitled to have a meal provided by the Employer or to be reimbursed for such a meal if that employee works for more than four (4) hours. Any meal reimbursement shall be subject to the limits stated above.

ARTICLE XII

HOLIDAYS

Section 12.01. Paid Holidays.

Employees shall receive the following paid holidays at the employee's regular rate of pay:

NEW YEAR'S DAY	LABOR DAY
PRESIDENT'S DAY	THANKSGIVING DAY
GOOD FRIDAY	DAY AFTER THANKSGIVING
MEMORIAL DAY	CHRISTMAS EVE AFTERNOON
FOURTH OF JULY	CHRISTMAS DAY
EMPLOYEE'S BIRTHDAY	

Section 12.02. Birthday.

The employee's birthday holiday will be a floating holiday to be taken on or after the employee's birthday as work schedules permit.

Section 12.03. Weekend Holiday.

In the event a holiday falls on Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. When Christmas Day falls on Sunday or Monday, the Christmas Eve afternoon half-day holiday will occur on the preceding Friday.

Section 12.04. Probationary Employees.

Probationary employees shall be entitled to those paid holidays which occur during their probationary period of employment.

Section 12.05. Holiday Pay.

Employees required to work on a holiday, will be paid the allowed holiday straight time plus time and one half for the number of hours worked or generation employees scheduled to work Thanksgiving and/or Christmas Days will be paid at the time and one half (1 1/2) rate and receive an additional day off with pay if he elects to do so. An employee who chooses to take the paid day off must do so within fifteen (15) days before or after the holiday.

Whenever an employee is called in to work on a holiday, the Utility will pay the employee the allowed holiday straight time plus double time for the number of hours worked.

In any one contract year (July 1 - June 30) should any employee call in sick on that employee's last scheduled workday before a holiday or on that employee's first scheduled workday after a holiday for a second time, that employee shall not receive any holiday pay for any holiday thereafter in that contract year where the employee does not report to work on his/her last scheduled workday before a holiday or on his/her first scheduled workday after a holiday unless the employee submits a medical excuse for not reporting to work on that particular day. Exceptions may be considered by the employer.

ARTICLE XIII

VACATIONS

Section 13.01. Earned Vacation.

Employees will earn vacations as follows:

Years of Continuous Service Completed	Vacation Days
1-	5
2-6	10
7-14	15
15-19	20
20+	25

Section 13.02. Vacation Scheduling.

Vacations will be scheduled at a time that will not adversely affect duty or work schedules. An employee will provide at least forty eight hours notice to the employer in order to take vacation time. Denial or approval shall be given the employee within 24 hours of the time the request was made. The Employer may allow less than 48 hours notice if there is an adequate reason for less notice, but any denial of such vacation is not subject to grievance. Vacation shall not be taken in increments of less than four hours.

Should an emergency exist and the Utility deems it necessary to require an employee not to take a scheduled vacation, the employee shall be paid for such vacation at two and one half times the employee's regular straight time base for performing his regular duties.

Section 13.03. Usage.

The vacation year in which the earned vacation days are to be used shall be the employee's anniversary date of employment plus eighteen (18) months. Vacation shall be paid at employee's regular hourly rate of pay. When a number of employees request the same vacation dates and no prior approval has been granted, departmental seniority will prevail in scheduling vacation.

Section 13.04. Cumulation.

Vacation days which have been earned are not cumulative from year to year if not taken by the time limit in Section 13.03 above. Any Employee who fails to use earned vacation prior to the above time limit shall forfeit all unused vacation.

ARTICLE XIV

LEAVES OF ABSENCE

Section 14.01. Sick Leave.

After one year of continuous full time employment, an employee will be granted eleven (11) days of sick leave. At the end of each successive year of continuous employment an employee will be granted eleven (11) additional days of sick leave. Unused sick leave will accumulate to a maximum of one hundred twenty (120) days.

(a) An employee unable to perform his or her duties due to personal illness, personal injury, pregnancy or disability will be allowed sick leave, and such leave of absence shall be with pay at the employee's regular hourly rate to the extent of the employee's accumulated leave. Sick leave usage will also be granted for illness of employee's spouse, son, daughter, step-son, step-daughter, mother or father.

(b) Sick leave may be taken in one (1) hour increments and may be used for doctor's appointments.

(c) Sick leave may be used, to the extent it is available, for on-the-job injury or disability provided that the employee turns over to the employer the weekly workmen's compensation benefits received by the employee for the period when sick leave was taken. Employees may use unused sick leave in coordination with worker's compensation benefits, provided the total of the weekly worker's compensation and sick leave payments shall not exceed the amount of employee's net weekly earnings prior to injury, based on a normal forty (40) hour work week. If such payment requires

distribution of partial hours, the Employer will round up to the next hour with no additional pay beyond 100% of regular pay, thus avoiding unequal allocation of sick leave.

(d) If an employee does not use sick leave for six (6) consecutive months, the employee will receive eight (8) hours paid personal leave time with a maximum of sixteen (16) hours total accumulation of personal leave time allowed. Personal leave acquired under this section must be taken within twelve (12) months of the time earned and must be taken in a minimum of four (4) hour increments. Employees must have thirty-two (32) hours of unused sick leave remaining to qualify for personal leave under this section.

(e) Upon retirement or death whichever event occurs first, the Employee will be paid 100% of his/her unused accumulated sick leave to a maximum of ninety (90) days. To receive this benefit, the Employee must have applied for and been approved for IPERS retirement benefits or reached age 62 and retired. In the event of an Employee's death, the Employer will pay the Employee's estate for all accumulated sick leave up to a maximum of ninety (90) days. An Employee who quits or is fired is not eligible for payment of accumulated sick leave.

Section 14.02. Parental Leave.

Except as hereafter modified, all policies, rules and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for maternity leave. Sick leave benefits for maternity leave, to the extent of an employee's accumulated sick leave, shall be paid during the time the employee's physician certifies that the employee is not capable of performing her duties or for eight (8) weeks, whichever is less.

Section 14.03. Additional Personal Days.

If an Employee requests, he/she will be granted three (3) unpaid personal days off per year. Any unused personal days shall not be carried forward to the next contract year. Said personal leave must be taken in eight hour segments and is subject to the same notification, approval and denial as vacation.

Section 14.04. Adoption Leave.

Employee shall be granted two (2) weeks without pay for those activities associated with adopting a child. Such leave shall be requested at least five (5) working days in advance. Unknown time of delivery of a child can be taken into consideration.

Section 14.05. Bereavement Leave.

(a) An employee shall be granted three (3) working days with pay following a death of the employee's spouse, son, daughter, step-son, step-daughter, mother or father.

(b) An employee shall be granted up to two (2) working days with pay following a death of the employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, grandchildren or any relative living in the same household as the employee.

(c) All of the above working days shall be taken by the employee within the next five (5) days following the date of death.

Section 14.06. Serious Illness Leave.

Up to three (3) working days with pay may be granted in the event of a serious illness of employee's spouse, son, daughter, step-daughter, step-son, mother or father. Up to two (2) working days with pay may be granted in the event of a serious illness of employee's grandparent. Serious illness is defined as an illness or injury causing an individual to be in a hospice state or hospitalized in serious or critical condition; but shall not include childbirth which is not of a medically determined serious or critical condition. Past practice related to granting serious illness leave prior to the July 2000 agreement will not be considered by either party for the purpose of grievances.

Section 14.07. Union Leave.

An employee delegated to transact business for the Union, other than with the Employer, which requires absence from duty, shall upon five (5) working days written notice to the employee's immediate supervisor, and with the permission of the proper representative of the Employer, be allowed to be absent without pay in one (1) day increments to transact such business. No more than two (2) employees in the bargaining unit and no more than one (1) from a department shall be on such leave at any one (1) time and further no more than twelve (12) total working days in any one (1) calendar year may be used for this purpose.

Section 14.08. Court Leave.

If an Employee is selected for jury duty, the Employee will be allowed to do so without loss of pay. Said Employee will pay to the Employer any compensation received, but will be allowed to retain pay for mileage and meals.

ARTICLE XV

INSURANCE

Section 15.01. Health Insurance.

The Employer shall provide single and family coverage health/accident and major medical insurance for each full time employee. The Employer will pay 100% of the premium cost for single coverage. For employees who elect to purchase family coverage, the Employer will pay sixty percent (60%) of the total premium cost and the employee will be responsible for the remaining forty percent (40%). Employees may purchase family coverage under the health/accident and major medical insurance through payroll deduction at the employee's option.

The health insurance coverage provided by the Employer will be a \$500.00 deductible plan for single coverage of which the Employer will pay \$400.00 toward that deductible immediately after the employee has submitted his or her insurance receipts and a \$1,000.00 deductible for the family plan with the Employer paying \$800.00 toward that amount immediately upon receiving the employee's insurance receipts. The employee may submit receipts and receive reimbursement from the Employer at any time after the employee has paid out \$200 for individual and/or \$400 for family health care expenses. The coverage shall be an 80/20 plan whereby the provider pays eighty percent (80%) after the deductible has been met and the employee pays the remaining twenty percent (20%) of all allowable medical expenses, for an out-of-pocket maximum of \$1,000.00 for single and \$2,000.00 for family. After the out-of-pocket maximum liability, remaining coverage will be one hundred percent (100%) for all additional services except as may be modified by usual customary reasonable (UCR) limitations in the remainder of the coverage year.

Section 15.02. Dental Insurance.

The Delta Dental coverage provided for City Employees as of July 1, 1993 is available to all regular and part time employees of the Utility. Eligible employees may also include their dependents in the Group Dental Insurance program. The Utility will pay one hundred percent of the premium for employee's coverage. Employees desiring family coverage will pay the difference in premium between single and family coverage.

Section 15.03. Vision Insurance.

The Employer will provide the three-rate VSP Insurance Plan B for each full time employee. The Employer will pay 100% of the premium cost for single coverage. For employees who elect to purchase employee plus one or employee plus family coverage, the Employer will pay sixty percent (60%) of the total premium cost and the employee will be responsible for the remaining forty percent (40%). Employees may purchase vision coverage through payroll deduction at the employee's option. The vision insurance coverage provided by the Employer will be a \$10 exam co-payment and \$25 material co-payment plan.

Section 15.04. Disability Insurance.

The Employer will make available Group Long-Term Disability Insurance to all regular employees. This insurance will provide a monthly benefit of sixty percent (60%) of the employee's basic monthly salary or wage for employees who become totally disabled as the result of non-occupational sickness or injury. The benefit is payable after a thirteen (13) week waiting period. The policy will include loss of time insurance during the thirteen week waiting period as provided in the policy. The entire cost of the Group Long-Term Disability Insurance will be paid by the Employer.

Section 15.05. Life Insurance.

The Employer will provide and pay one hundred percent (100%) of the premium for \$25,000 term life insurance protection for all regular employees. The term life insurance

coverage will include a double indemnity accidental death provision and a premium waiver clause in the event of permanent disability. Upon termination of employment for any reason, this insurance terminates.

Section 15.06. Coverage.

The selection of insurance carriers shall be at the discretion of the Employer, but any change in insurance coverage shall be negotiated with the Union.

ARTICLE XVI

INSERVICE TRAINING

Section 16.01. Training.

The Employer, in its discretion, may periodically sponsor training programs for employees. If employee attendance is required, the employee will be paid at the employee's regular hourly rate.

ARTICLE XVII

HEALTH AND SAFETY

Section 17.01. Safety.

Employees will not be required to perform tasks in the course of their employment which endanger their personal safety. Upon determining that a required employment task endangers the Employee's personal safety, such condition shall be immediately reported to the Employer. The Employer will make reasonable efforts to eliminate such unsafe condition to the extent possible within the Employer's control.

Section 17.02. Safety Manuals.

The Employer will make available department related safety manuals to all employees.

Section 17.03. Safety Glasses.

The Employer shall pay up to \$65.00 toward the cost of prescription safety glasses as are required in the performance of job duties. Prescription safety glasses will not be replaced by the employer more than one (1) time in a two (2) year period unless the glasses are broken on-the-job.

Section 17.04. Inclement Weather.

It is understood between the parties that the nature of the Employer's business requires maintaining utility services to the public. Whether employees are required to work out of doors at anytime shall remain the sole discretion of the Employer. However, the Employer will make reasonable efforts to preclude employees from working out of doors for routine and ordinary business purposes during unreasonable weather conditions which jeopardize employee health and safety.

ARTICLE XVIII

MISCELLANEOUS

Section 18.01. Finality.

The parties acknowledge that during negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the Understandings and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. This agreement supersedes all previous agreements between the Employer and the Union or any members thereof, and unless expressly stated to the contrary herein, constitutes the entire agreement between the parties and concludes collective bargaining for its terms. Past practices shall not constitute a part of this agreement, unless expressly stated to the contrary herein and any subsequent or supplementary agreement must be reduced to writing and executed by both parties to be effective.

Section 18.02. Separability and Savings.

In the event any provisions of this contract conflict with the existing laws of the United States or of the State of Iowa, as determined by a court or governmental agency of competent jurisdiction, that part of said contract in conflict therewith shall not be applicable. It is specifically agreed, however, that all provisions of said contract not in conflict with the applicable laws shall be valid and enforceable, and only that part that conflicts with said law shall be invalid and unenforceable.

ARTICLE XIX

TERM

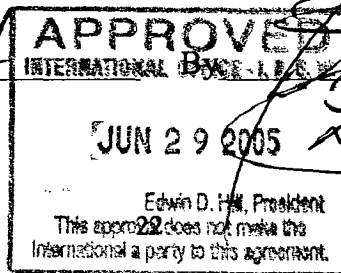
Section 19.01.

This Agreement shall become effective on the 1st day of July, 2005 and thereafter will remain in full force and effect until the 1st day of July, 2008, and thereafter shall be automatically renewed year to year thereafter unless on or before September 1 prior to the expiration date either party gives notice in writing of a desired change in or termination of this agreement.

MT. PLEASANT MUNICIPAL UTILITIES IBEW LOCAL UNION NO. 55

By Lori Gansman By Sandy Opatowicz

By [Signature]



APPENDIX "A" WAGE SCHEDULE

<u>GENERATION</u>	<u>Effective</u>		
	7/01/05	7/01/06	7/01/07
Operator (probationary) *	\$ 7.50	\$ 7.50	\$ 7.50
**Operator (including those assigned to 5th and swing)	18.57	19.22	19.89
**Operator and Maintenance	18.77	19.43	20.11
Custodian (probationary) ***	7.50	7.50	7.50
Custodian	13.73*	14.21*	14.71*
<u>Water</u>			
Distribution (probationary) ***	7.50	7.50	7.50
Distribution	15.29*	15.83*	16.38*
Grade I	19.69	20.38	21.09
Grade II (when a permanent assignment)	20.30	21.01	21.75
Grade III (when a permanent assignment)	22.23	23.01	23.82
(Grade IV provisions to be negotiated if position required by employer)			
Treatment Operators			
Grade I	19.69	20.38	21.09
Grade II (when a permanent assignment)	20.30	21.01	21.75
Grade III (when a permanent assignment)	22.23	23.01	23.82
Grade IV (when a permanent assignment)	23.27	24.08	24.92
Backhoe Operator (when a permanent assignment)	16.93	17.52	18.13
<u>ELECTRIC</u>			
Groundsman (probationary) *	7.50*	7.50*	7.50*
Groundsman	15.43	15.97	16.53

**Plus Shift differentials as established in Article IX, Section 9.09.

Apprentice: Class I	\$ 16.84	\$ 17.43	18.04
Class II	19.08	19.75	20.44
Class III	20.30	21.01	21.75
Class IV	22.23	23.01	23.82
Lineman Journeyman Level	23.56	24.38	25.23
Lineman/Meter Technician	23.56	24.38	25.23
Meter Reader (probationary) ***	7.50	7.50	7.50
Meter Reader	13.73*	14.21*	14.71*

OFFICE

Clerk/Cashier (probationary) ***	7.50	7.50	7.50
Clerk/Cashier	13.73*	14.21*	14.71*
Office Clerk (probationary) ***	7.00	7.00	7.00
Office Clerk	12.20	12.63	13.07
Accounting Clerk (probationary) ***	7.50	7.50	7.50
Accounting Clerk	13.73*	14.21*	14.71*
Clerk/Dispatcher (probationary) ***	7.50	7.50	7.50
Clerk/Dispatcher	13.73*	14.21*	14.71*
Utility Advisor	23.82*	24.65*	25.51*
Trouble Shooter (probationary) ***	7.50	7.50	7.50
Trouble Shooter	15.71	16.26	16.83

*(Persons presently in these positions in excess of the stated amount to receive a 3.5% increase July 1, 2005, a 3.5% increase July 1, 2006, and 3.5% increase July 1, 2007 over present salary by side letter of agreement.)

*** Minimum wage rate - Employee can be paid up to 90% of next level for the related classification
- See § 9.01.

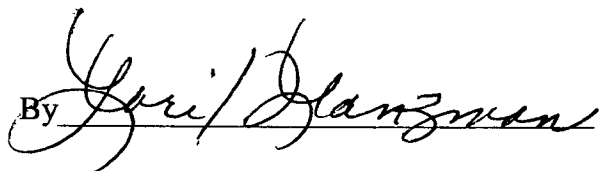
SIDE LETTER OF AGREEMENT "A"

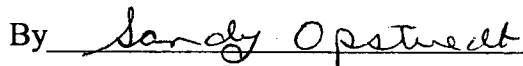
This letter of agreement is entered into between Mt. Pleasant Municipal Utilities (Employer) and Local Union 55, International Brotherhood of Electrical Workers (Union) and shall be effective on the 1st day of July, 2005, and continue in full force and effect until the 1st day of July, 2008.

Consistent with an agreement between the Employer and the Union, that employees who by reason of individual wage rates established prior to a collective bargaining agreement are to be paid at individual hourly rates, the following hourly rates are effective for the following named employees for July 1, 2005 to July 1, 2008:

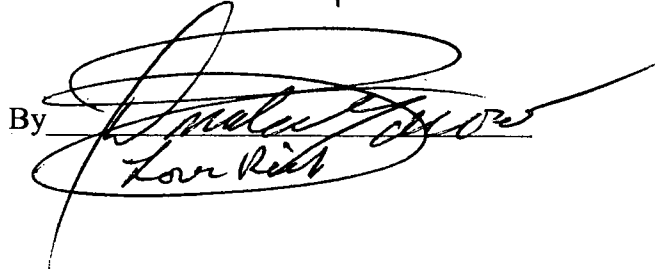
	7/01/05	7/01/06	7/01/07
Robert Woodrum	14.38	14.88	15.40
Maria Whetsler	16.36	16.93	17.52
Debra Ross	16.19	16.76	17.35

MT. PLEASANT MUNICIPAL UTILITIES IBEW LOCAL UNION NO. 55

By 

By 

By 

By 
Lora Riech

SIDE LETTER OF AGREEMENT "B"

This letter of agreement is entered into between Mt. Pleasant Municipal Utilities (Employer) and Local Union 55, International Brotherhood of Electrical Workers (Union). The purpose of this letter of agreement is to clarify specific language contained within Sections 9.03 and 9.04 of the current contract and agree to the interpretation of that language.

It is understood and agreed that employees called in to work less than two hours before their normal starting time will be paid at the time and one half (1 1/2) rate for the time preceding their normal starting time. He/she will then continue to be paid at time and one half (1 1/2) during regular work hours until the two hour minimum call-in pay requirement has been satisfied.

MT. PLEASANT MUNICIPAL UTILITIES

IBEW LOCAL UNION NO. 55

By

Geri Danzner

By

Sandy Opetuedt

By

Cathy

By

Loren Rich

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